



A TASTE OF THE STATES



Combined Forces Create Greater Value!



22ND ANNUAL AMERICAS FOOD & BEVERAGE SHOW AND CONFERENCE

OCTOBER 1-2, 2018 • MIAMI BEACH CONVENTION CENTER • MIAMI, FL USA

EXHIBIT SPACE APPLICATION & CONTRACT

1. COMPANY INFORMATION

The information provided will be used for your company listing in the official show guide and the online floorplan. The person listed as the exhibit contact will receive all mailings/billing related to exhibiting. It is the responsibility of the exhibiting company to notify NASDA Show Management of any changes that impact the accuracy of this information.

Company Name _____
Street Address _____
City _____ State _____ Zip Code _____ Country _____
Company Telephone _____ Company Email _____
Company Website _____ Company FaceBook/Twitter Handle _____
Exhibit Contact Name _____ Title _____ Contact Email _____
Contact Phone/Extension _____ Contact Cell Phone (for onsite purposes) _____

2. SPACE REQUIREMENTS

Minimum booth size: 10' x 10' = 100 sq. ft. Exhibitors in 10' x 10' booths may not share space under any circumstances.

Our desired exhibit size: _____ ft. (depth) X _____ ft. (frontage) for a total of _____ sq. ft.

- ☐ State Pavilion Exhibitor—We will be participating in the _____ State Pavilion. Our State Assigned Booth number is _____
☐ Independent Exhibitor—Our Exhibit Booth Preferences: 1. _____ 2. _____ 3. _____ 4. _____

**Please Note: Exhibitors will receive 5 complimentary exhibitor badges per 100 sq. ft. of exhibit space.*

3. ASSIGNMENT INFORMATION

To assist in the assignment of exhibit space, please list your competitors.

1. _____ 2. _____ 3. _____ 4. _____

4. DIRECTORY LISTINGS

Please refer to the Americas Food & Beverage Show Product Category List and enter up to six (6) category **NUMBERS** that describe your products/services:

Category Number 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____

- Regions in which you are most interested in marketing your products:

☐ Africa ☐ Asia ☐ Brazil ☐ Canada ☐ Caribbean ☐ Central America
☐ Europe ☐ Mexico ☐ Middle East ☐ South America ☐ USA ☐ Worldwide / All of the above

- International Business in which your company is interested:

☐ Direct Sales ☐ Licensing Agreements ☐ Agents/Distributors ☐ Joint Ventures ☐ Purchasing

- Sales Activities that apply to your company:

☐ Currently Exporting ☐ New to Exporting ☐ Manufacturer ☐ Distributor ☐ Service Provider ☐ Retailer

- Please list any languages other than English that will be spoken in your booth: _____

- Number of employees in your company: _____ ☐ Woman Owned ☐ Minority Owned ☐ Veteran Owned

5. PAYMENT INFORMATION

- Please read Exhibit Rules & Regulations, as stated on the back of this application, regarding payment for space. • Cost per square foot: \$30.00
- 50% deposit of total booth cost must accompany Exhibit Space Application received before April 2, 2018.**
- Full Payment must accompany Space Application after April 2, 2018.**
- Federal Tax ID #: 52-0845105**

Cost calculation: _____ total sq. ft. x \$30.00/sq. ft. = \$ _____ Booth Cost

- ☐ We have paid our State Department of Agriculture directly.
☐ Our check payment is enclosed in the amount of \$ _____ (U.S. funds payable to NASDA) and mailed to: 4350 North Fairfax Drive #910, Arlington, VA 22203
☐ We wish to pay via credit card through NASDA's online portal. Please send the link that will direct us to the payment website.

For more information or questions, please contact Amy Labrecque at AFB@naylor.com, or by telephone at (703) 259-6123.

6. ACCEPTANCE AS BINDING CONTRACT FOR EXHIBITOR

We agree to abide by all of the Exhibit Rules & Regulations governing the Exposition as stated on the back of this Application.

Name (please print) _____ Title _____

Signature _____ Date _____

NASDA does not discriminate in its programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs or marital or familial status. Persons with a disability requiring alternative means of communication or program information should contact NASDA at 202.296.9680.

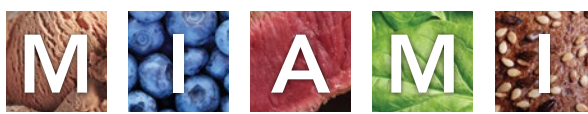
INTERNATIONAL BUYER APPOINTMENT PROGRAM

Pre-scheduled, one-on-one meetings with up to 20 qualified buyers. Registration fee is \$100 and includes lunch for two.

☐ Yes, we would like to participate in the International Buyer Appointment Program.



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EXHIBIT RULES & REGULATIONS

The 2018 U.S.A. Pavilion is sponsored by the National Association of State Departments of Agriculture, hereinafter referred to as "NASDA". The U.S.A. Pavilion is held in conjunction with 22nd Annual Americas Food & Beverage Show & Conference, sponsored by World Trade Center Miami hereinafter referred to as "WTCM". Show Management for the U.S.A. Pavilion is Naylor Association Solutions. The show will be held at the Miami Beach Convention Center, hereafter referred to as "MBCC".

- 1. THE EXHIBIT SPACE RENTAL CHARGE IS \$30.00 PER SQUARE FOOT.** Applications for exhibit space submitted before April 2, 2018 must be accompanied by a minimum of 50% of the total space rental charge with the balance due on April 2, 2018. Applications submitted after April 2, 2018 must be accompanied by payment in full of the total space rental charge. Any exhibit space that has not been paid for in full by April 2, 2018 can be reassigned or canceled without refund of deposit at the discretion of show management. APPLICATIONS WILL NOT BE PROCESSED OR ASSIGNED EXHIBIT SPACE WITHOUT THE REQUIRED PAYMENT.
- 2. NO REFUND FOR EXHIBIT SPACE, EVEN IF SPACE IS RESOLD, OR INTERNATIONAL BUYER ONE-ON-ONE MEETINGS, WILL BE MADE AFTER April 2, 2018.** Any company canceling their contracted exhibit space, in whole or in part, after April 2, 2018 will forfeit payments previously made to NASDA and will be liable for payment of the full contract amount due. All cancellations or space changes, in whole or in part, must be in writing. In addition, the right to use the complimentary registrations granted by this contract will be left to the discretion of NASDA.
- 3. IF AN EXHIBITOR DOES NOT FOLLOW THE RULES AND REGULATIONS SET BY NASDA AND WTCM, THEIR CONTRACT WILL BE TERMINATED.** In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit the amount paid for space rental, regardless of whether or not NASDA enters into a further lease of the space involved.
- 4. NASDA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY EXHIBIT SPACE APPLICATION.** The U.S.A. Pavilion is designed to provide a showcase for PRODUCTS COMPRISED OF AT LEAST 50% AGRICULTURAL AND/OR FOOD INGREDIENTS OF U.S. ORIGIN COMPUTED ON A VALUE OR WEIGHT BASIS (exclusive of added water). Product labels must indicate that the products are produced in the United States. NASDA reserves the right to refuse rental of display space to any company whose display of goods or services is not likely to be, in the opinion of NASDA, compatible with the general character and objectives of the exposition.
- 5. WHENEVER POSSIBLE, SPACE ASSIGNMENTS WILL BE MADE BY NASDA IN KEEPING WITH THE PREFERENCES AS TO LOCATION REQUESTED BY THE EXHIBITOR.** NASDA, however, reserves the right to make the final determination of all space assignments in the best interest of the show.
- 6. EXHIBITORS, OTHER THAN INDIVIDUAL STATE DEPARTMENTS OF AGRICULTURE, MAY NOT SUBLET ANY PART OF THEIR ASSIGNED EXHIBIT SPACE.** No exhibitor, other than individual State Departments of Agriculture, shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from NASDA. NO STATE DEPARTMENT OF AGRICULTURE MAY SUBDIVIDE SPACE FOR INDIVIDUAL EXHIBITORS INTO SPACES LESS THAN 100 SQUARE FEET. NO INDIVIDUAL EXHIBITOR MAY OCCUPY SPACE SMALLER THAN 100 SQUARE FEET. Exhibitors must show only goods manufactured or dealt in by them in the regular course of business. Identification of an article or piece of equipment not manufactured by the exhibitor, but required for operation or demonstration in an exhibitor's display, shall be limited to the usual and regular nameplates, imprint, or trademark under which same is sold in the general course of business.
- 7. THE GENERAL RULE OF THE EXHIBIT FLOOR IS: BE A GOOD NEIGHBOR.** No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Booth personnel, including demonstrators, are required to confine their activities within the exhibitor's booth space. Apart from the specific display space for which an exhibiting company has contracted with NASDA, no part of the U.S.A. Pavilion, Miami Beach Convention Center or its grounds may be used by any other organization for display purposes of any kind or nature. Exhibitors may not obtain from or give away to other exhibitors any promotional items. Representatives should be modestly attired to maintain the professional and business-like climate of the exposition. Audio presentations, slides, or movies will be permitted if tuned to conversational levels and not objectionable to neighboring exhibitors. NASDA reserves the right to restrict the use of glaring lights or objectionable light effects. The exterior of any display cabinet or structure facing an adjacent exhibitor's booth must be finished or suitably decorated at the expense of the exhibitor erecting or installing such a display and must not include corporate or product identity which would detract from the adjacent display.
- 8. IN FAIRNESS TO ALL EXHIBITORS, NASDA'S AND WTCM'S EXHIBIT CONSTRUCTION GUIDELINES AS PROVIDED MUST BE OBSERVED.**
 - 9. TO ENSURE THE SAFETY OF ALL PARTICIPANTS, FIRE REGULATIONS MUST BE OBSERVED.** Fire regulations require that all display materials be flame-proof. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories. Demonstration of charcoal, wood, paper, or liquid fuel burning equipment is prohibited in this show. Exhibitors demonstrating cooking equipment must have a Class B fire extinguisher within the limits of their particular exhibit. At the close of each day, the cooking equipment must be turned "OFF", allowed to cool, and cleaned prior to vacating. All portable cooking equipment must be adequately secured in its upright position and must be utilized at the back portion of the exhibit to avoid spilling and turnover. Each exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor.
 - 10. COST FOR REPAIRING ANY DAMAGES TO THE CONVENTION CENTER WILL BE BILLED TO THE RESPONSIBLE EXHIBITOR.** Nothing can be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture, or other properties of Miami Beach Convention Center.
 - 11. INSTALLATION AND DISMANTLING PERSONNEL WILL NOT BE ALLOWED ON THE EXHIBIT FLOOR WITHOUT WORK ORDERS AND OFFICIAL SERVICE BADGES.** Exhibitors using companies other than the official contractor must advise them to check-in with the Exhibitor Service Center staff upon their arrival. Copies of all job orders must be presented at that time for management's files to qualify their company's participation. Upon verification, official service badges allowing access to the exhibit area during service hours only will be issued.
 - 12. EXHIBIT INSTALLATION HOURS ARE PUBLISHED IN THE EXHIBIT SERVICE KIT.** Companies requiring additional set-up time will be accommodated as best as possible. Please notify the U.S.A. Pavilion Contractor listed in the exhibit service kit if you require additional time. All deliveries and maintenance work must be completed prior to the show opening each day. Admission for outside service, maintenance, and delivery personnel must be cleared through the staff at the Exhibitor Information Counter.
 - 13. EXHIBIT INSTALLATION MUST BE COMPLETED BY 4:00 PM, SUNDAY, SEPTEMBER 30, 2018.** After 4:00 PM, Sunday, SEPTEMBER 30, 2018 any exhibit space that is completely empty, and for which no freight has arrived, may be resold or re-assigned at the discretion of NASDA. After that time, any unattended booths with crated displays will be set up at the discretion of NASDA and WTCM, and all expenses will be charged to the exhibitor.
 - 14. THE OFFICIAL SHOW CONTRACTOR WILL STORE ALL EMPTY PACKING CONTAINERS.** Exhibitors are advised to provide locked storage facilities within their own display area for excess merchandise. For your convenience, blank "EMPTY" stickers are provided at the Exhibitor Service Center.
 - 15. NO EQUIPMENT MAY BE REMOVED DURING THE EXPOSITION WITHOUT WRITTEN PERMISSION FROM SHOW MANAGEMENT.**
 - 16. EXHIBITORS WILL NOT BE PERMITTED TO REMOVE SAMPLES, PRODUCT AND/OR PROMOTIONAL MATERIALS UNTIL 5:00 PM ON TUESDAY, OCTOBER 2, 2018, WITHOUT WRITTEN PERMISSION FROM SHOW MANAGEMENT.**
 - 17. EXHIBITORS' DISPLAYS MUST NOT BE DISMANTLED OR PACKED IN PREPARATION FOR REMOVAL PRIOR TO THE OFFICIAL CLOSING TIME OF 5:00 PM TUESDAY, OCTOBER 2, 2018.** Every exhibit must be fully staffed and operational during the entire exposition.
 - 18. THE DISMANTLING OF DISPLAYS BEGINS AT 5:00 PM, TUESDAY, OCTOBER 2, 2018 AND CONTINUES THROUGH WEDNESDAY, OCTOBER 3, 2018 AT 4:00 PM. CRATES WILL BE RETURNED STARTING AT 5:30 PM, TUESDAY, OCTOBER 2, 2018 AFTER THE AISLE CARPET IS PICKED UP. REMOVAL OF DISPLAYS BEGINS AT 5:30 PM.** Deadline for removal of all display materials is Wednesday, OCTOBER 3, 2018 at 4:00 PM. At this time, all exhibitor displays or materials left in the booths without instructions will be packed and shipped at the discretion of NASDA and WTCM, and all charges will be applied to the exhibitor.
 - 19. BADGES.** Official show badges will be required for entry into the exhibit hall at all times. Badges are not transferable and those worn by other than the person to whom issued will be confiscated. Business cards are not to be used in badge holders. Exhibitors will be granted an allotment of (5) full conference badges per 10' x 10' exhibit. Additional badges can be purchased.
 - 20. NASDA AND WTCM WILL NOT BE RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE THAT MAY OCCUR TO THE EXHIBITOR'S EMPLOYEES OR PROPERTY FROM ANY CAUSE WHATSOEVER, OR WHICH MAY BE SUSTAINED BY ANY PERSON WHO MAY BE ON THE PREMISES LEASED TO THE EXHIBITOR OR WATCHING, OBSERVING, OR PARTICIPATING IN ANY DEMONSTRATION OR EXHIBIT OF THE EXHIBITOR, UNLESS SUCH INJURY, LOSS, OR DAMAGE IS CAUSED BY THE ACTIVE NEGLIGENCE OR WILLFUL ACT OF NASDA OR WTCM.** Exhibitor and exhibitor's contractors, and its insurers will not subrogate against NASDA and WTCM for theft of, loss of, or damage to exhibitor's or exhibitor contractors' property while in transit to, within, and in transit from the confines of the hall. If an exhibitor uses a non-official contractor, the exhibitor must agree to defend, indemnify, and hold NASDA and WTCM, Naylor Association Solutions, its officers, agents, and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for injuries (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or be occasioned by contractor's performance of the contract, breach of any terms or provisions of the contract, or by any other act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of NASDA or WTCM, its officers, agents, or employees.
 - 21. EXHIBITOR AND EXHIBITOR'S CONTRACTORS SHALL, AT THEIR SOLE COST AND EXPENSE, PROCURE AND MAINTAIN THROUGH THE TERM OF THIS CONTRACT, THE FOLLOWING INSURANCE:** Commercial General Liability Insurance against claims for bodily injury or death and property damage, as well as personal injury occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and products liability coverage, with combined single limits of not less than \$2,000,000.00 per claim per occurrence, with NASDA, WTCM, and their employees or agents as additional insured. Worker's Compensation and Occupational Disease Insurance in full compliance with all federal and state laws and covering all exhibitor's employees engaged in the performance of any work for exhibitor with limits not less than \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease. Coverage for both the Commercial General Liability and Worker's Compensation Insurance must be placed through an acceptable and licensed carrier in the State in which the convention is being held with a Best Rating of not less than A-; VII. Exhibitors shall obtain and furnish upon request by NASDA and/or WTCM a Certificate of Insurance evidencing the required insurance to NASDA and/or WTCM. If the exhibitor uses a non-official contractor, they must furnish to NASDA and WTCM evidence of insurance as described in the application for the use of a non-official contractor/display house. Upon request, evidence of all risks (subject to standard exclusions) property coverage subject to a replacement cost valuation provision and a deductible not exceeding \$5,000 must be forwarded. All property of the exhibitor is understood to remain under its custody and control in transit to, within, and in transit from the confines of the exposition facility.
 - 22. UNION LABOR AND OTHER CONTRACTS:** Exhibitors are required to observe all contracts and rules and regulations in effect between service contractors, MBCC, WTCM and NASDA.
 - 23. RETAIL SELLING ON THE EXHIBIT FLOOR IS STRICTLY PROHIBITED.**
 - 24. EXHIBITORS AGREE THAT ALL DISPLAYS WILL BE APPROVED BY A LICENSED STRUCTURAL ENGINEER.**
 - 25. FORCE MAJEURE.** NASDA shall not be deemed to have breached this agreement by reason of its failure to perform any of its obligations if caused by strikes, natural disasters, hurricanes or tropical storms, acts of a public enemy, riots, terrorism, interference by civil or military authorities, compliance with proclamations, delays in transit or delivery on the part of transportation companies, or other causes beyond the reasonable control and without the fault of NASDA, or if caused by any act or failure to act of another party (an "Event of Force Majeure"). Upon the occurrence of any Event of Force Majeure, specified above, that results or will result in a delay in or cancellation of the Show or otherwise affects NASDA's performance under this agreement, NASDA shall promptly give notice to the other party of the occurrence and the effect or anticipated effect of the occurrence on the performance of NASDA's obligations under this agreement. NASDA will use reasonable efforts under the circumstances to eliminate or minimize the adverse impact of the occurrence on its performance under this agreement.
 - 26. NASDA/WTCM RESERVES THE RIGHT TO MAKE CHANGES TO THESE RULES.** Any matters not specifically covered herein are subject to decision by NASDA and WTCM. NASDA and WTCM reserve the right to make such changes, amendments, and additions to these rules as considered advisable for the proper conduct of the exhibit, with the provision that all exhibitors will be advised of any such changes.